

SCHEDULE A

STATE OF IDAHO
DEPARTMENT OF LANDS
REQUEST FOR QUOTE
THIS IS NOT AN ORDER

Requisition Number **09-401**

Date 10/21/08

SOLICITATIONS CLOSE **4:00 PM on 11/7/08**

INSTRUCTIONS:

The right is reserved to accept or reject quotations on each item separately or as a whole.

This form is to be used in submitting prices.

Destination: The project site is located south east of the Lower Tailing's Pile (LTP) of the Triumph Mine Site in Blaine County.

QUOTE ALL PRICES F.O.B. POINT OF DESTINATION

Services	AMOUNT
<p>Tie into an existing HDPE drainage pipe and relocate the discharge location by adding approximately 580 lineal feet of buried HDPE fused-joint piping as per technical specifications. The Contractor will also be required to hydro seed all disturbed areas. Work to be completed by December 31, 2008.</p> <p>All terms and conditions of the State of Idaho Contract 09-401 must be met.</p> <p>There will be a pre-bid on-site meeting on Friday, October 31st at 10 a.m. at the Triumph Mine Site. If you would like to attend, please contact the Contract Supervisor, Eric Wilson, at (208) 334-0261 for meeting information by Wednesday, October 29th.</p> <p>Appendix B is currently blank because the permit has not been received yet. If permit conditions require additional work, IDL will negotiate costs on a time and materials basis with the contractor.</p> <p>QUOTES MUST BE RECEIVED BY 4:00 PM ON 11/7/2006.</p> <p>Public Works Contractors License #: _____</p> <p>State of company domicile: ____.</p> <p>Corporation: State of charter or incorporation. Sole Proprietor or Partnership - State of permanent headquarters.</p>	<p>Total Quote:</p> <p>\$ _____</p> <p>Please submit a breakdown of time and materials on a separate sheet.</p> <p>Also, please indicate estimated completion date.</p>
<p><u>Delivery requested per specifications</u></p> <p><u>Mail Quote To:</u></p> <p>Idaho Dept. of Lands Attn: Tony Pirc 300 N 6th St Suite 103 PO Box 83720 Boise, ID 83720-0050</p>	<p>We have stated hereon the prices at which we will furnish and at destination named above, the articles or services as specified. Delivery will be made as specified above.</p> <p>Signature _____</p> <p>Printed Name/Title _____</p> <p>Firm _____</p> <p>Street _____</p> <p>City _____ State _____ Zip Code _____</p> <p>Phone _____ Fax _____</p> <p>E-Mail _____</p>

STATE OF IDAHO
DEPARTMENT OF LANDS

CONSTRUCTION CONTRACT 09-401

THIS AGREEMENT is by and between the STATE OF IDAHO, acting through the DEPARTMENT OF LANDS, hereafter referred to as the "STATE," and _____, hereafter referred to as the "CONTRACTOR."

1. DEFINITIONS AND TERMS

- a. Attachments: The attached project description and other labeled references are a part of this contract and any special terms therein are binding upon all parties.
(Appendix B is currently blank because the permit has not been received yet. If permit conditions require additional work, IDL will negotiate costs on time and materials basis with the contractor)
- b. State, Idaho Department of Lands, (IDL): Acceptable and legal references to the Idaho Department of Lands for the purposes of this contract.
- c. Contract Supervisor: The designated Department of Lands representative who will provide administration of the contract and attached described project work.
- d. Contractor: The party or firm performing the service.
- e. Purchasing/Contracts Agent: The Contracting Officer for the Idaho Department of Lands.
- f. Services: Includes services performed, workmanship, and materials furnished or utilized in the performance of services, including any deliverables.

2. CONTRACT RELATIONSHIP

It is distinctly and particularly understood and agreed between the parties that this contract does not create an employer/employee relationship. Furthermore, the State of Idaho is in no way associated or otherwise connected with the performance of any service under this contract on the part of the Contractor or with the employment of labor or the incurring of expenses by the Contractor. Said Contractor is an independent contractor in the performance of each and every part of this contract, and solely and personally liable for all labor, taxes, insurance, required bonding and other expenses, except as specifically stated herein, and for any and all damages in connection with the operation of this contract, whether it may be for personal injuries or damages of any other kind. The Contractor shall exonerate, indemnify and hold the State of Idaho harmless from and against and assume full responsibility for payment of all federal, state and local taxes or contributions imposed or required under unemployment insurance, social security, and income tax laws with respect to the Contractor or Contractor's employees engaged in performance under this contract.

3. CONTRACTOR RESPONSIBILITY

The Contractor shall be required to assume responsibility for production and delivery of all material and services included in this contract, whether or not the Contractor is the manufacturer or producer of such material or services. Further, the Contractor will be the sole point of contact on contractual matters, including payment of charges resulting from the use or purchase of goods or services.

4. SUBCONTRACTING

Unless otherwise allowed by the State in this contract, the Contractor shall not, without written approval from the State, enter into any subcontract relating to the performance of this contract or any part thereof.

Approval by the State of Contractor's request to subcontract or acceptance of or payment for subcontracted work by the State shall not in any way relieve the Contractor of responsibility for the professional and technical accuracy and adequacy of the work. The Contractor shall be and remain liable for all damages to the State caused by negligent performance or non-performance of work under the contract by Contractor's subcontractor or its sub-subcontractor.

5. ANTIDISCRIMINATION/EQUAL EMPLOYMENT OPPORTUNITY CLAUSE

Acceptance of this contract binds the Contractor to the terms and conditions of Section 601, Title VI, Civil Rights Act of 1964 in that "No person in the United States shall, on the grounds of race, color, national origin, or sex, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity receiving Federal financial assistance." In addition, "No otherwise qualified handicapped individual in the United States shall, solely by reason of his handicap, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance" (Section 504 of the Rehabilitation Act of 1973). Furthermore, for contracts involving federal funds, the applicable provisions and requirements of Executive Order 11246 as amended, Section 402 of the Vietnam Era Veterans Readjustment Assistance Act of 1974, Section 701 of Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act of 1967 (ADEA), 29 USC Sections 621, et seq., the Age Discrimination Act of 1975, Title IX of the Education Amendments of 1972, U.S. Department of Interior regulations at 43 CFR Part 17, and the Americans with Disabilities Action of 1990, are also incorporated into this contract. The Contractor must include this provision in every subcontract relating to purchases by the State to insure that subcontractors and vendors are bound by this provision.

6. INSURANCE

Prior to the commencement of work under this contract, and until all work specified herein is completed, the Contractor shall maintain in effect all insurance as set forth below and shall comply with all limits, terms and conditions stipulated within the insurance policy(ies). Contractor shall provide the Idaho Department of Lands with a Certificate of Insurance verifying such coverage. Work under the contract shall not commence until evidence of all required insurance is provided to the State.

- a. The Contractor shall maintain and pay for any applicable worker's compensation insurance and will provide a certificate of same. If the Contractor does not have employees and is not otherwise required to carry worker's compensation insurance under the laws of the State of Idaho, the Idaho Department of Lands will furnish worker's compensation insurance for work done under this contract unless otherwise specified in the contract.
- b. The contractor shall maintain Commercial General Liability insurance including broad form property damage and blanket contractual liability endorsements of not less than \$500,000 combined single limit.
- c. Automobile liability insurance covering owned, non-owned and hired autos of not less than \$500,000 combined single limit.

7. TAXES

If the Contractor is required to pay any taxes incurred as a result of doing business with the State of Idaho, it shall be solely and absolutely responsible for the payment of those taxes.

8. LICENSES, PERMITS & FEES

The Contractor shall, without additional expense to the State, obtain all required licenses and permits and pay all fees necessary for executing provisions of this contract unless specifically stated otherwise herein.

9. STATE OF IDAHO MINIMUM WAGE LAW It will be the responsibility of the Contractor to fully comply with Section 44-1502, Idaho Code, regarding minimum wage.
10. SAVE HARMLESS
Contractor shall indemnify and hold harmless the State of Idaho from any and all liability, claims, damages, costs, expenses, and actions, including reasonable attorney fees, caused by or that arise from the negligent or wrongful acts or omissions of the Contractor, its employees, agents, or subcontractors under this contract that cause death or injury or damage to property or arising out of a failure to comply with any state or federal statute, law, regulation or act.
11. OFFICIALS, AGENTS AND EMPLOYEES OF THE STATE NOT PERSONALLY LIABLE
In no event shall any official, officer, employee or agent of the State of Idaho be in any way personally liable or responsible for any covenant or agreement herein contained whether expressed or implied, nor for any statement, representation or warranty made herein or in any connection with this contract. This section shall not apply to any remedies in law or at equity against any person or entity that exist by reason of fraud, misrepresentation or outside the terms of this contract.
12. RISK OF LOSS
Risk of loss and responsibility and liability for loss or damage will remain with Contractor until final inspection and acceptance when responsibility will pass to the State except as to latent defects, fraud and Contractor's warranty obligations. Such loss, injury or destruction shall not release the Contractor from any obligation under this Contract. If installation is specified in the contract, pricing shall include all charges associated with a complete installation at the location specified.
13. ASSIGNMENTS
The Contractor shall not assign a right or delegate a duty under this contract without the prior written consent of the State.
14. GOVERNMENT REGULATIONS
The Contractor shall abide by and comply with all laws and regulations of the United States, the State of Idaho, counties or other governmental jurisdictions wherein the work is executed insofar as they affect this contract. The Contractor will make all payments, contributions, remittances, and all reports and statements required under said laws.
15. SAFETY INFORMATION
- a. The Contractor assumes full responsibility for the safety of his employees, equipment and supplies.
 - b. Contractor guarantees that all items provided by Contractor in performance of this contract meet or exceed those requirements and guidelines established by the Occupational Safety and Health Act, Consumer Product Safety Council, Environmental Protection Agency, or other regulatory agencies
16. USE OF THE STATE OF IDAHO NAME
Contractor agrees that it will not, prior to, in the course of, or after performance under this contract, use the State's name in any advertising or promotional media as a customer or client of Contractor without the prior written consent of the State.
17. CONTRACT TERMINATION
- a. The State may terminate this contract, in whole or part, by written notice delivered to either the Contractor

or his representative in any one of the following circumstances. Termination by the State for cause may result in forfeiture of Contractor's bond if a bond is required under the provisions of this contract.

- (1) Failure of the Contractor to perform any of the provisions of this contract.
- (2) Failure of the Contractor to correct unsatisfactory performance or work within five (5) days after it has been brought to his attention.
- (3) Failure of the Contractor to make satisfactory progress in order to be able to complete the work within the contract period.
- (4) The State may terminate this contract at any time for the convenience of the State upon ten (10) calendar days' written notice specifying the date of termination.

b. Upon termination, the Contractor shall:

- (1) Promptly discontinue performing under the contract, unless the termination notice directs otherwise.
- (2) Promptly return to the State control of the properties and any personal property provided by the State pursuant to the contract.
- (3) If requested by the State, deliver or otherwise make available to the State all data, reports, estimates, summaries and such other information and materials as may have been accumulated by Contractor in performing duties under the contract, whether completed or in process.

c. Upon termination, the obligations and liabilities of the parties shall cease, except that the obligations or liabilities incurred prior to the termination date shall be honored. This paragraph shall not be interpreted to place any requirement on the State to accept or make payment to the Contractor for any incomplete or unsatisfactory work.

d. If the State terminates the contract, the State may take over the work and may award another party a contract to complete the work stated in this contract.

e. In the event of termination, the State shall pay all sums still due Contractor through the effective date of termination in full within thirty (30) days of a written demand and receipt of all items necessary from Contractor to allow the State to make payment.

18. APPROPRIATION BY LEGISLATURE REQUIRED

It is understood and agreed that the State is a government entity and this contract shall in no way or manner be construed so as to bind or obligate the state of Idaho beyond the term of any particular appropriation of funds by the State's Legislature as may exist from time to time. The State reserves the right to terminate this contract in whole or in part (or any order placed under it) if, in its judgment, the Legislature of the state of Idaho fails, neglects, or refuses to appropriate sufficient funds as may be required for the State to continue such payments. All affected future rights and liabilities of the parties hereto shall thereupon cease within ten (10) calendar days after notice to the Contractor. It is understood and agreed that the State's payments herein provided for shall be paid from Idaho State Legislative appropriations and, in some instances, direct federal funding.

19. FORCE MAJEURE

Neither party shall be liable or deemed to be in default for any Force Majeure delay in shipment or performance occasioned by unforeseeable causes beyond the control and without the fault or negligence of the parties, including, but not restricted to, acts of God or the public enemy, fires, floods, epidemics, quarantine, restrictions, strikes, freight embargoes, unusually severe weather, provided that in all cases the Contractor shall notify the State promptly in writing of any cause for delay and the State concurs that the delay was beyond the control and without the fault or negligence of the Contractor. If reasonably possible, the Contractor shall make every reasonable effort to complete performance as soon as possible.

20. GOVERNING LAW

This contract shall be construed in accordance with, and governed by the laws of the State of Idaho.

21. ENTIRE AGREEMENT

This contract, together with all attachments, constitute the entire agreement between the parties with respect to the subject matter hereof and shall supersede all previous discussions, representations, commitments, and all other communications, both oral and written, between the parties.

22. MODIFICATION

This contract may not be released, discharged, changed or modified except by an instrument in writing signed by a duly authorized representative of each of the parties.

23. ITEMS TO BE FURNISHED BY THE CONTRACTOR

- a. The Contractor shall furnish all labor, materials, vehicles, staff supervision, and incidentals necessary to complete all provisions of this contract except as may be noted elsewhere in this contract.
- b. Travel and related expenses of Contractor, Contractor's employees and subcontractors, incurred in the performance of the contract requirements, including any warranty work, shall be the responsibility of Contractor except as may be noted elsewhere in this contract.

24. CONTRACT PERIOD

This contract will become effective once signed by all parties. Before starting work, the Contractor shall contact the Contract Supervisor to discuss the contract terms, work performance requirements, and tentative work schedule. The contract will terminate December 31, 2008 unless terminated earlier by the State under any of the provisions of paragraph 17.a. All requirements of the contract must be satisfactorily completed by the contract termination date.

25. PAYMENT

Payment will be made after receipt of Contractor's itemized invoice for satisfactorily completed work. Total payments under this contract will not exceed \$_____. It is understood that this amount represents full payment for all services provided under the contract and is fully burdened to include, but is not limited to, all Contractor's costs of labor, materials, equipment, deliverables, transportation and travel-related expenses including lodging and per diem, operating and administrative costs including advertising, postage, copy costs, and all other costs normally associated with the cost of doing business unless otherwise provided elsewhere in this contract.

IN WITNESS WHEREOF, the parties have caused this contract to be executed

effective this _____ day of _____, 2008, in Boise, Idaho.

IDAHO DEPARTMENT OF LANDS

CONTRACTOR

By_____

By_____

Taxpayer ID# (TIN)